RECENT CASES.

MUNICIPAL CORPORATIONS—CONTRACTS—PATENTED MATERIALS.—MONAGHAN V. CITY OF INDIANAPOLIS, 75 N. E. 33 (IND.).—A statute required that the board of public works of a city let contracts for street improvements to the lowest and best bidder. *Held*, that the board had no power to specify that street should be paved with a patented pavement, though the owner of the patent agreed to furnish the materials at a fixed price to any contractor equipped to lay the same. Wiley, C. J., and Myers, P. J., *dissenting*.

Upon this question the authorities seem to be in irreconcilable conflict. It has been held in several states that where there was such a statute the city did not have the power to let contracts requiring patented materials controlled by one man; *Burgess v. City of Jefferson*, 21 La. Ann. 143; for it would destroy competition and create a monopoly. *Dean v. Charlsto*, 23 Wisc. 590. But in others, and, it seems, with the better reason, the city may contract for a certain kind of asphalt pavement, although the patent of the material is owned by one person. *Verdin v. City of St. Louis*, 131 Mo. 26. It may contract for such things as are deemed for the best interest of the city, although the material contracted for is the product of an exclusive manufacturer. *City of Newark v. Bonnell*, 57 N. J. L. 424. Otherwise, however necessarv to the public welfare, the contract could not be made if the article desired or the manner of performance of the contract required a patented article; *Barber Asphalt Pav. Co. v. Hunt*, 100 Mo. 24; and thus the best interest of the city could not be subserved. *Baird v. Mayor*, 96 N. Y. 567.

CONTRACTS—IMPLIED CONTRACT FOR ATTORNEY'S SERVICES.—DAVIS V. TRIMBLE, 88 S. W. 920 (ARK.).—*Held*, that a contract for professional services cannot be implied between a party indirectly interested in the proceedings and an attorney, where the services were for the benefit of the party, and he, knowing, accepts them. Hill, C. J., Wood, J., *dissenting*.

A contract to pay for legal services may be implied or negatived according to the circumstances. *Mathews v. Lincoln County Commissioners*, 90 Minn. 348. A client, knowing the attorney is rendering services and who does not dissent, is liable on an implied contract for fees. *Davis v. Walker*, 131 Ala. 204; *Cooper v. Hamilton*, 52 Ill. 119. Mere incidental benefits derived from professional services are not sufficient basis for an implied contract to pay for such services. *Lamar v. Hall and Wimberly*, 129 Fed. 79; *Roselius v. Delachaise*, 5 La. Ann. 481. If the party avails himself of the professional services in the ordinary mode in which clients avail themselves of such services and nothing more appears, a promise to pay for such services is implied. *Ames v. Potter*, 7 R. I. 265.

MASTER AND SERVANT—LIABILITY OF INNKEEPER.—CLANCY V. BARKER, 103 N. W. 446 (NEB.).—*Held*, that it is the duty of an innkeeper to protect his guests, while in his hotel, from the assaults of employés. Barnes J., *dissenting*.

Since the *dictum* uttered in *Calye's Case*, 8 Coke, 32, denying the liability of the innkeeper for assaults on guests by servants little attention seems to have been given the subject. According to the tenor of modern